

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
(RFQQ No. 07-72)**

PROJECT TITLE: **Communication and Editorial Services**

QUALIFICATIONS DUE DATE: **December 13, 2006**

NOTE: For Answers to Frequently Asked Questions on this RFQQ, visit
http://www.dnr.wa.gov/htdocs/lm/rfqq07_72_q_and_a.pdf

EXPECTED TIME PERIOD FOR CONTRACTS: **January 1, 2007 to June 30, 2009**

CONSULTANT ELIGIBILITY: This procurement is open to those consultants who satisfy the minimum qualifications stated below and who are available for work in Washington State.

SECTION 1 INTRODUCTION

The Washington State Department of Natural Resources (DNR) is soliciting individual specialists who have expertise in the categories listed below and who are interested in providing natural resource communications and editorial services for the publication of environmental analyses, scientific publications, fact sheets, or other documents intended for public outreach.

1.01 Background. The DNR manages approximately 2.1 million acres of forested trust lands on behalf of numerous state and county trust beneficiaries. With the state as trustee, the legislature has designated DNR as manager of both the federal grant and state forest trust lands.

DNR's goal in this RFQQ is to obtain help with the writing and editing of publications for public communication.

The successful applicants to this RFQQ will provide editing and communication services.

1.02 Purpose. DNR is developing a roster of prospective contractors and individual consultants interested in working under personal service contracts for work assignments related to publication of environmental analyses (environmental assessments, environmental impact statements), scientific publications, fact sheets, or other documents intended for public outreach. Specific expertise is required in: 1) technical editing; 2) general editing; and 3) public communication product development.

DNR is interested in receiving the qualifications of individual specialists, including the general qualifications of firms to which the specialists are connected. Statements of qualifications must

focus on the specific individuals who would be working under these personal service contracts in order to be considered for the proposed roster of consulting firms and individual consultants. DNR will not consider contracting firms as a whole, but will consider individual specialists within those firms, and independent specialists.

1.03 Minimum Qualifications. The consultant(s) must be licensed to do business in the State of Washington. The consultant(s) will be familiar with communication publications, editorial services for scientific publications, fact sheets and other documentation related to public outreach.

For each individual specialist wishing to be included on the contractor roster, please submit the following information:

1. Areas of expertise for which the specialists propose to be considered as stated in the previously mentioned list (in Section 1 Introduction).
2. Resume, including education and relevant work experience, and a list of published documents in which the expert is referenced as the main editor.
3. List of projects previously completed and specialist's role in that project, accompanied by a brief summary of those projects, including name and contact information for those clients (any documents submitted will not be returned).
4. Three letters of recommendation.
5. Statement of availability to complete work for the stated period of the contracts (2006-2009).
6. Estimated labor billing rates and any other associated fees for the period of the contracts (2006-2009).

The consultant staff should have five years experience in one or more of the earlier cited types of work.

Proposals from consultants or consulting firms who do not meet these minimum qualifications may be rejected.

Consultants will be notified by December 20, 2006 as to whether or not they have been included on the contractor roster.

1.04 Funding. Individual contract statement of work and other specifications (called work orders) will be sent to each of the successful applicants on the roster within the appropriate area of expertise to bid on. Consultants on the roster are not guaranteed work unless they are the successful bidders for the work orders. Typical work orders could range anywhere from \$2,000 to \$25,000 depending on project scope.

When a work order goes up for bid, DNR will identify the needed analysis and provide preliminary information, i.e., project description, and estimate of time and expected cost for the project.

Consultants will be asked to submit an outline for the work to be accomplished, an estimate of their costs and a project time line within ten (10) working days (or longer, as specified) of such a solicitation.

Proposals exceeding the DNR estimated amount for the work order will be rejected. Awards for work orders are contingent upon available funding.

Upon selection and acceptance of a consultant's proposal, DNR will sign a personal services contract with the consultant to commence work. The consultant (now a Contractor) is to deliver work product(s) within the required time frame. Payment will be made upon DNR's satisfactory acceptance of the work product.

1.05 Period of Performance. The period of performance of the contracts resulting from this Request for Qualifications and Quotations (RFQQ) will be scheduled for each individual contract. Any amendments extending the period of performance shall be at DNR's sole discretion.

Depending upon reasonable factors, contracts may be extended beyond specific end dates with corresponding adjustment in contract consideration.

1.06 Definitions. Definitions of terms used in this Request for Proposals include:

DNR - The State of Washington Department of Natural Resources.

Consultant - Person or company submitting a proposal in order to obtain a contract with DNR.

Contractor - Person or company whose proposal has been accepted by the DNR and is awarded a formal written contract.

1.07 Americans with Disabilities Act (ADA). The DNR complies with the Americans with Disabilities Act. Consultants may call the RFQQ Coordinator to receive this Request for Qualifications and Quotations in alternate forms. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service). This document can be prepared in Braille or on audio tape.

SECTION 2 GENERAL INFORMATION FOR CONSULTANTS

2.01 RFQQ Coordinator. The RFQQ Coordinator is the sole point of contact in the DNR for this procurement. All communication between the Consultant and the DNR shall be with the RFQQ Coordinator, as follows:

Name	Judith Holter
Phone Number	(360) 902-1737
Fax Number	(360) 902-1789

Address Department of Natural Resources
Land Management Division
1111 Washington St. SE
Olympia, WA 98504-7016

Internet/E-mail Address judith.holter@wadnr.gov

Communication with individuals other than the RFQQ Coordinator will be considered unofficial and non-binding on the DNR.

2.02 Submitting Proposals. Consultants must submit two (2) copies of their response to this RFQQ. The two copies must have original signatures. The proposal, whether mailed or hand delivered, must arrive at the DNR no later than 4:30 pm, local time, on December 13, 2006.

The proposal is to be sent to the RFQQ Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants who mail proposals should allow for normal mail delivery time to ensure timely delivery of their proposals to the RFQQ Coordinator. Consultants assume the risk for the method of delivery they choose. The DNR assumes no responsibility for delays caused by a delivery service. Proposals may not be transmitted electronically.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the DNR and will not be returned.

2.03 Proposal Format. Proposals must be on eight and one-half by eleven (8 ½ x 11) inch paper.

Responses to each RFQQ question must appear in the order presented in Section 1.03 of this RFQQ.

2.04 Pre-proposal questions. Consultants may mail, FAX, or E-mail questions about the RFQQ to the RFQQ Coordinator. The RFQQ Coordinator will accept questions until December 1, 2006, by 4 p.m., local time. Questions received after this date and time will not be answered unless the RFQQ Coordinator decides that it is in the DNR's best interests to answer them.

2.05 Failure to Comply. If the Consultant fails to comply with any requirement of the RFQQ, DNR will reject the proposal.

2.06 Signatures. Proposals or must be signed and dated by the Consultant.

2.07 Revisions to the RFQQ. The DNR reserves the right to revise the RFQQ and/or to issue

addenda to the RFQQ. The DNR also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to selection of contractors-on-call. If DNR finds it necessary to revise any part of the RFQQ, addenda will be provided to all those who received the RFQQ.

2.08 Rejecting Proposals. The DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract from this RFQQ. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.

2.09 Obligation to Contract. This RFQQ does not obligate the State of Washington or the DNR to contract for services described.

2.10 Costs to Propose. The DNR will not be liable for any costs that the Consultant incurs in preparing a proposal related to this RFQQ, in conducting a presentation, or any other activities related to responding to this RFQQ.

2.11 Sample Contract. Attached is the template of a personal service contract that will be signed with the contractor to accomplish a particular work order. The template is only to show the prospective contractor the possible terms and conditions of a contract. There is no need at this stage to fill the blanks in the sample contract.

The following pages contain the template of a personal service contract that consultants will sign with the DNR for specific work orders. The template is for information only and need not be filled now.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

PERSONAL SERVICES CONTRACT

Contract No. PSC _____

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR, and _____, referred to as the Contractor, for the express purposes described in the following provisions of this Contract.

The purpose(s) of this Contract are to: **[INSTRUCTION: Enumerate purposes]**

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

1.01 Rights and Obligations. Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

2.01 Scope of Work.

(1) The Contractor will provide the following: **[INSTRUCTION Write a one paragraph summary of the required services.]**

(2) The Contractor shall produce the following:
[INSTRUCTION: List reports, oral or written, training programs and so forth by the dates indicated.]

All required products must be delivered to the DNR Project Manager. All oral reports must be presented at the location requested by the DNR.

(3) Attachment B contains the detailed Scope of Work or in Contractor's Proposal.
[INSTRUCTION: Identify all products, tasks, work elements, objectives, and timetables by which major parts of the work are to be completed, etc. Reference Attachment B if attaching a separate Scope of Work or Contractor's proposal.]

The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

3.01 Conduct of Work. The Contractor shall furnish all necessary qualified personnel,

material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

4.01 Period of Performance.

- (1) Effective Date: Subject to its other provisions, the period of performance under this Contract shall begin on _____.

The provisions of chapter 39.29 RCW require DNR to file this contract with the Office of Financial Management (OFM). This contract is not effective, work may not be commenced nor payment made until ten (10) working days following the date of filing, and, if required, until reviewed or approved by OFM. If OFM fails to approve the contract, the contract shall be void.]

[INSTRUCTION: Optional Depending Upon Filing Requirements. You may ask the Contract Specialist in BSSD for filing requirement. Delete if not using.]

- (2) Completion Date: This contract shall terminate on _____ or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

5.01 Compensation and Payment.

- (1) Amount of Compensation: Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed _____ (\$_____). Contractor's compensation for services rendered shall be based on the following rates or as follows: **[INSTRUCTION: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]**

- (2) Time of Payment: Payment for work performed shall be made in accordance with the following. **[INSTRUCTION: Payments can be based upon satisfactory acceptance of each deliverable, monthly progress payments based on work performed, payment after completion of each major part of the contract, or payment at conclusion of the contract, etc.]**

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. Payments shall be sent to the address designated by the Contractor. The DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

- (3) Invoices: Payment for services rendered shall be payable when the contractor submits properly completed invoice vouchers. The Contractor shall submit invoices monthly/quarterly, or _____. **[INSTRUCTION: Use other time**

periods if appropriate together with a detailed statement of the contract services performed for which the Contractor is seeking compensation.]

The Contractor shall make requests for payment on state invoice voucher forms prepared as DNR prescribes. Invoice vouchers shall include information necessary for the DNR to determine the exact nature of all expenditures and shall identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each. The rate of compensation for each of the Contractor's personnel shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Manager.

- (4) Expenses: Contractor shall receive reimbursement for travel and other expenses as authorized in advance by the DNR as reimbursable. The maximum amount is to be _____ (\$ _____). This amount is included in the contract total in Paragraph 5.01(1). Expenses are limited to: air fare (economy or coach class only), lodging and subsistence necessary during periods of required travel, and expenses incurred during travel for telephone, copying and postage. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. Receipts must be attached for any expenditure of \$25.00 or more.

[INSTRUCTION: Expenses are optional. Delete aforementioned Item (4) above if expenses are not allowable. If allowable, include only expenses which are appropriate for the Contract.]

Expenses: No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5.01(1) and no additional payment shall be made under this Contract.

[INSTRUCTION: Optional Alternative to (4)].

- (5) Biennial Closures: Under biennial closing procedures, the Contractor must submit all invoices and/or billings for services or material supplied under this Contract through June 30, 20____, to DNR no later than July 10, 20____. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result. **[INSTRUCTION:** *This is optional. Applicable only when payments fall within biennial closures.*]

6.01 Federal Subcontract. When the DNR is passing federal funds to the Contractor, the Contractor will be considered a "sub-recipient.", and shall

- (1) Adhere to the Federal Office of Management & Budget (OMB) Circular A-133 and other applicable federal and State regulations;

(2) Provide access to independent auditors to its financial records.
The Contractor may obtain a copy of the federal agreement governing this Contract by contacting the DNR Project Manager.

[INSTRUCTION: *Optional - Applicable only when federal dollars are involved.*]

7.01 Acceptance. Progress payments shall become due and payable when the Contractor delivers each product and DNR favorably accepts the product. If a product is not acceptable to DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the product and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying the action to be taken to make the product acceptable to the DNR.

8.01 General Insurance Requirements. At all times during the term of this contract, the Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

[INSTRUCTION: *Insurance limits identified below should be reviewed for sufficiency based on the risks to the agency. When you analyze the service(s) provided by the contractor, evaluate the exposures to financial loss that could affect DNR. If you believe each occurrence or aggregate limits are not sufficient or too excessive, please contact the DNR Risk Manager, or in his/her absence, the Contract Specialist in FMD.*]

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the Contract Number_____, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other

insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business

contract), and contain separation of insured (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Contractor shall maintain business auto liability and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any auto. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

9.01 Project Manager.

- (1) The Project Manager for the Contractor is _____,
Telephone Number _____.

(2) The Project Manager for the DNR is _____. Telephone Number _____, at
DNR Office _____.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR NAME

[INSTRUCTION: Type All Caps]

Dated: _____, 20 ____

By: _____

[INSTRUCTION: Type name, cap lower case]

Title: _____

Address: _____

Telephone: _____

FEIN: _____

**[INSTRUCTION: Federal Employer Identification
Number]**

UBI Number: _____.

[INSTRUCTION Unified Business Identifier]

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20 ____

By: _____

**[INSTRUCTION: Type name,
cap lower case]**

Title: _____

Address: _____

Personal Services Contract

Approved as to form 29 September 97
By the Assistant Attorney General
State of Washington

GENERAL TERMS AND CONDITIONS

1.01 Identification. The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

2.01 Independent Capacity of Contractor. The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

3.01 Deductions. The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

4.01 Retention of Records. The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.01 Right of Inspection. The Contractor shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

6.01 Treatment of Assets. Title to all property furnished by the DNR shall remain property of the DNR. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the DNR upon delivery of such property by the Contractor.

Any property of the DNR furnished to the Contractor shall, unless otherwise provided herein or approved by the DNR, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to DNR property resulting from the contractor's negligence or which results from the contractor's failure to maintain and administer that property according to sound management practices. If there is loss or damage to DNR

property, the Contractor shall notify the DNR of the loss and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the DNR all property of the DNR prior to settlement upon completion, termination or cancellation of this Contract.

7.01 Close-out. The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

8.01 Non-discrimination. During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

9.01 Assignability. This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

10.01 Subcontracting. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

11.01 Changes/Extras. The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Manager. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Manager.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

12.01 Disputes. The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the latter's decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision, the

Contractor shall proceed diligently to perform according to the contract and according to DNR's decisions.

13.01 Conflict of Interest. The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

14.01 Termination of Contract for Cause. The DNR may terminate this Contract in whole, or in part, at any time after thirty (30) days' notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

15.01 Termination for Funding Reasons. The DNR may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

16.01 Termination for Convenience. The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

17.01 Harmless and Indemnification. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. As used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

18.01 Publication Rights and Rights to Data, Patents and Inventions. The Contractor shall not publish any of the results of the contract work without the advance written permission of the DNR. DNR will not be unreasonably withhold permission and will respond to publishing request within thirty (30) days.

Unless otherwise provided, data which originates from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate there from, shall be transferred to the DNR with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the DNR, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the DNR, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, data includes all information that supports the findings, conclusions, and recommendations of the contractor’s reports, including computer models and the methodology for those models.

19.01 Licensing, Accreditation and Registration. The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20.01 Confidentiality. Contractor shall not disclose to any third party any proprietary or confidential information received from the DNR, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the DNR, except as may be authorized by the DNR in writing. All information developed in the performance of this Contract shall be considered the DNR’s proprietary information.

21.01 Governing Law. This Contract shall be governed by the laws of the State of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal and State statutes and regulations;
- (2) The Special Terms and Conditions as contained in the main contract instrument;
- (3) The General Terms and Conditions contained in this Attachment A;
- (4) Any Statement of Work attached hereto and incorporated by reference herein; and

- (5) Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

22.01 Jurisdiction/Venue. This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

23.01 Waiver. A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless Stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

24.01 Entire Contract. This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any Statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

25.01 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

SCOPE OF WORK

1.01 Background [INSTRUCTION: State as completely as possible, what DNR's project background and requirements.]

Description of all project requirements

3.01 Description of plan to accomplish tasks, study, project, etc

4.01 Project schedule for conduct of work

5.01 Products and Timelines

The contractor shall be responsible for submitting the following reports and a final report on the dates specified as follows:

- 1.
- 2.

6.01. Acceptance Criteria for Products

[INSTRUCTION: *Format, type of information, right to reject and return for clarification/correction within ten working days after receipt.*]

DNR reserves the right to request additional reports relating to various aspects of the project.